



CGHC010245002020

2026:CGHC:35783

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HIGH COURT OF CHHATTISGARH AT BILASPUR**WPC No. 2728 of 2020****Order Reserved on: 21.7.2026****Order Delivered on: 13.8.2026**

- Rajesh Raj Gupta S/o Shri Awadh Bihari Gupta Aged About 42 Years Occupation Shop Keeper, R/o Village And Post Sonhat, Tahsil Sonhat, District Koriya Chhattisgarh., District : Koriya (Baikunthpur), Chhattisgarh.

--- Petitioner(s)**versus**

1. State Of Chhattisgarh Through The Secretary, Panchayat And Raural Development Department, Mahanadi Bhawan, District Raipur Chhattisgarh., District : Raipur, Chhattisgarh.
2. The Collector District Koriya Chhattisgarh., District : Koriya (Baikunthpur), Chhattisgarh.
3. The Sub Divisional Officer (Rev.) Sonhat, District Koriya Chhattisgarh., District : Koriya (Baikunthpur), Chhattisgarh.

4. The Tahsildar Sonhat, District Koriya Chhattisgarh., District : Koriya (Baikunthpur), Chhattisgarh.
5. Chief Executive Officer Janpad Panchayat, Sonhat, Tahsil Sonhat, District Koriya Chhattisgarh., District : Koriya (Baikunthpur), Chhattisgarh.

--- Respondent(s)

WPC No. 1586 of 2026

- Smt. Sunita Sahu W/o. Late Dinesh Kumar Sahu Aged About 48 Years R/o.- Village Sonhat, Tehsil And District Koriya Chhattisgarh.

---Petitioner(s)

Versus

1. State Of Chhattisgarh Through- Secretary, Panchayat And Rural Development Department, Mahanadi Bhawan, Atal Nagar, Nava Raipur (C.G.).
2. Collector Koriya, District- Koriya (C.G.).
3. Sub Divisional Officer (Revenue) Sonhat, District- Koriya (C.G.).
4. Chief Executive Officer Janpad Panchayat, Sonhat, District- Koriya (C.G.).

--- Respondent(s)

WPC No. 1560 of 2026

- Rajesh Kumar Sahu S/o Danushdhari Prasad Sahu Aged About 46 Years R/o Village- Kashra Post- Baikunthpur Tehsil Patna District- Koriya Chhattisgarh.

---Petitioner(s)

Versus

1. State Of Chhattisgarh Through- Secretary Panchayat And Rural Development Department Mahanadi Bhawan Atal Nagar, Nava Raipur (C.G.).
2. Collector Koriya District- Koriya (C.G.).
3. Sub Divisional Officer (Revenue) Sonhat District- Koriya (C.G.).
4. Tehsildar Tehsil - Sonhat District- Koriya (C.G.).
5. Chief Executive Officer Janpad Panchayat Sonhat District- Koriya (C.G.).

--- Respondent(s)

WPC No. 2730 of 2020

- Smt. Shobha Gupta W/o Shri Vijay Kumar Gupta Aged About 50 Years R/o Village And Post Sonhat, Tahsil Sonhat, District Koriya Chhattisgarh., District : Koriya (Baikunthpur), Chhattisgarh.

---Petitioner(s)

Versus

1. State Of Chhattisgarh Through The Secretary, Panchayat And Rural Development Department, Mahanadi Bhawan, District Raipur Chhattisgarh., District : Raipur, Chhattisgarh.
2. The Collector District Koriya Chhattisgarh., District : Koriya (Baikunthpur), Chhattisgarh.
3. The Sub Divisional Officer (Rev.) Sonhat, District Koriya Chhattisgarh., District : Koriya (Baikunthpur), Chhattisgarh.

4. The Tahsildar Sonhat, District Koriya Chhattisgarh., District : Koriya (Baikunthpur), Chhattisgarh.
5. Chief Executive Officer Janpad Panchayat, Sonhat, Tahsil Sonhat, District Koriya Chhattisgarh., District : Koriya (Baikunthpur), Chhattisgarh.

--- Respondent(s)

WPC No. 2740 of 2020

- Rajkumar Modi S/o Late Ramchandra Modi, Aged About 53 Years
Occupation Business, R/o Village And Post Sonhat, House No. 43, Tahsil Sonhat, District Koriya Chhattisgarh, District : Koriya (Baikunthpur), Chhattisgarh.

---Petitioner(s)

Versus

1. State Of Chhattisgarh Janpad Panchayat, Sonhat, Tahsil Sonhat, District Koriya Chhattisgarh, District : Raipur, Chhattisgarh.
2. The Collector, District Koriya Chhattisgarh, District : Koriya (Baikunthpur), Chhattisgarh.
3. The Sub Divisional Officer (Rev), Sonhat, District Koriya Chhattisgarh, District : Koriya (Baikunthpur), Chhattisgarh.
4. The Tahsildar, Sonhat, District Koriya Chhattisgarh, District : Koriya (Baikunthpur), Chhattisgarh.
5. Chief Executive Officer, Janpad Panchayat, Sonhat, Tahsil Sonhat, District Koriya Chhattisgarh, District : Koriya (Baikunthpur), Chhattisgarh.

--- Respondent(s)

WPC No. 1797 of 2021

- Dayashankar Sahu S/o Somnath Sahu Aged About 44 Years R/o Village Sonhat, District-Koriya Chhattisgarh, District : Koriya (Baikunthpur), Chhattisgarh.

---Petitioner(s)

Versus

1. State Of Chhattisgarh Janpad Panchayat Sonhat, District Korba Chhattisgarh, District : Raipur, Chhattisgarh.
2. Collector Koriya, District Korba, Chhattisgarh, District : Korba, Chhattisgarh.
3. Sub Divisional Officer Revenue, Sonhat, District, Korba Chhattisgarh, District : Korba, Chhattisgarh.
4. Tahsildar Sonhat, District Korba, Chhattisgarh, District : Korba, Chhattisgarh.
5. Chief Executive Officer Janpad Panchayat Sonhat, District Korba Chhattisgarh, District : Korba, Chhattisgarh

--- Respondent(s)

For Petitioner(s)	:	Mr. Ashok Kumar Shukla, Advocate and Mr. Vijay Kumar Sahu, Advocate.
For Respondent(s)/State	:	Mr. Soumitra Kesharwani, Panel Lawyer.
For Respondent No. 5	:	Mr. Jitendra Pali, Advocate and Mr. Mukund Chaturvedi, Advocate.

Hon'ble Mr. Justice Amitendra Kishore Prasad

C A V Order

1. Since common question of facts and law is involved in these cases, as such, all these petitions are being disposed of by this common order.
2. The petitioners have prayed for certain reliefs in the writ petitions. Though there are some sort of differences in respect of prayer made by the petitioners in all the petitions, however, in sum and substance, the reliefs are altogether similar and identical. The reliefs prayed in **WPC No. 2728/2020 (Rajesh Raj Gupta vs. State of Chhattisgarh & Ors.)** are quoted hereinbelow in order to consider these cases and to decide the same.

“10.1. This Hon'ble Court may graciously be pleased to issue a writ of mandamus / prohibition or of like nature to quash the impugned notice dated 12.10.2020 (Annexure P-1) with further direction to the respondents not to take any coercive steps of ejectment and vacating the subject premises.

10.2. That a command / direction may kindly be issued to the respondent authorities not to recover the penal rent and arrears of the rent mentioned in notices.

10.3. Any other relief, which is deemed fit and proper may also be awarded alongwith the cost of the petition.”

3. Brief facts of the case, is that, the petitioner is a resident of Sonhat, District Koriya, and has been in peaceful, continuous,

and uninterrupted possession of the disputed land and shop for several decades. The land bearing Survey Nos. 239 and 527 originally belonged to the erstwhile Ruling Chief (Raja) of the former Koriya State, namely Raja Bhupendra Narayan Singh, and the petitioner came into occupation thereof with the permission of the said Ruling Chief. The shop situated over the said land has been in existence for a long time and, since the year 2006, the petitioner has been carrying on his general store business from Shop No. 9. In the year 2008, the Chief Executive Officer, Janpad Panchayat, Sonhat, falsely represented that the said shop formed part of the property of the Janpad Panchayat and insisted that the occupants execute rent agreements for continued occupation. Acting upon such representation and under compelling circumstances, the petitioner executed a rent agreement dated 23.06.2008, which required him to deposit a sum of Rs.50,000/- as earnest money. Thereafter, in terms of the said agreement, the petitioner started paying rent to the Janpad Panchayat, although neither the land nor the shop in question ever vested in or belonged to the Janpad Panchayat, the same being the exclusive property of the erstwhile Raja of Koriya. Despite regular payment of rent by the petitioner, the Chief Executive Officer, Janpad Panchayat, Sonhat, began threatening the petitioner with eviction and repeatedly issued notices demanding alleged arrears of rent and penal rent, even though no arrears were legally due and the demands were contrary to the terms and conditions of the rent

agreement. Owing to such coercive action, the petitioner was compelled to deposit the amounts demanded from time to time solely to avoid forcible dispossession, although such payments were made under protest and without admitting any liability. The continuous issuance of illegal notices and arbitrary demands clearly demonstrates the harassment meted out to the petitioner without any authority of law. It is submitted that the Chief Executive Officer, Janpad Panchayat, Sonhat, has no jurisdiction or legal authority either to treat the land and shop belonging to the erstwhile Ruling Chief as the property of the Janpad Panchayat, to compel execution of a rent agreement, or to levy and recover rent or penal rent from the petitioner. Nevertheless, the respondents once again issued the impugned notice dated 12.10.2020 in respect of both the shops occupied by the petitioner, demanding payment of arbitrary penal rent and alleged arrears and calling upon the petitioner to show cause as to why the allotment of the shops should not be cancelled, without affording him any reasonable opportunity of hearing and in complete violation of the principles of natural justice.

4. Learned counsel for the petitioner submits that the principal grievance of the petitioner is the arbitrary demand of exorbitant penal rent coupled with the threat of eviction from Shop No. 9, which the petitioner has been lawfully occupying. It is contended that the Janpad Panchayat, Sonhat, has no lawful title over the land bearing Survey Nos. 239 and 527, as the revenue records,

including the B-1 and Khasra entries, continue to record the name of the erstwhile Ruler of Koriya State, Raja Bhupendra Narayan Singh. In the absence of any legally vested title, the rent agreement executed by the Chief Executive Officer, Janpad Panchayat, is without jurisdiction and unenforceable in law, as no person can confer a better title than he himself possesses. It is further submitted that the respondents have failed to produce any notification or vesting order under the provisions of the Madhya Pradesh Abolition of Proprietary Rights Act, 1950, establishing that the subject land ever vested in the State or the Janpad Panchayat. On the contrary, respondent No. 5 has admitted in paragraph 12 of its return that communications dated 14.05.2020 and 26.08.2020 were addressed to the District Collector and the Sub-Divisional Officer seeking mutation of the land in favour of the Janpad Panchayat, which clearly demonstrates that the land has not yet vested in the Janpad Panchayat. It is, therefore, contended that, in the absence of lawful ownership, the respondents cannot invoke the provisions of the Chhattisgarh Public Premises (Eviction of Unauthorised Occupants) Act or initiate summary eviction proceedings. Learned counsel would further submit that the impugned notice dated 12.10.2020 demanding penal rent and threatening cancellation of the petitioner's allotment has been issued arbitrarily, without affording any effective opportunity of hearing, thereby violating the principles of natural justice and Article 14 of the Constitution of

India. It is also submitted that the respondents cannot claim ownership over the land merely because structures have been raised thereon, nor can they recover penal rent without any legal authority or adjudication. Accordingly, it is prayed that the impugned notice/order being wholly without jurisdiction and contrary to law deserves to be quashed and the writ petition be allowed.

5. Learned counsel appearing for the State submits that, upon a plain reading of the writ petition, it is evident that the principal grievance of the petitioner is directed against the action of respondent No. 5, namely, the Chief Executive Officer, Janpad Panchayat, Sonhat, who has issued the impugned notice dated 12.10.2020. It is contended that the petitioner has neither challenged any order passed by the answering respondents nor made any specific allegation or attributed any independent cause of action against the State authorities. Learned counsel would further submit that respondent No. 5 has already filed a detailed return traversing the allegations made in the writ petition, and the stand of the answering respondents is substantially the same as that taken by respondent No. 5. Accordingly, the State adopts and relies upon the pleadings and submissions contained in the return filed by respondent No. 5 and seeks leave of this Hon'ble Court to treat the same as forming part of its defence in the present proceedings. It is further submitted that, in view of the comprehensive reply already filed by respondent No. 5, the

answering respondents do not propose to file a separate detailed para-wise return at this stage. However, they respectfully reserve their right to file an independent and detailed reply, if so directed by this Hon'ble Court or if the circumstances of the case so warrant for the proper adjudication of the dispute. Without prejudice to the aforesaid, learned counsel specifically denies and disputes all the allegations and averments made against the answering respondents in the writ petition and prays that the petition, being devoid of any cause of action against the State, deserves to be dismissed.

6. Learned counsel for respondent No. 5 would submit that both the writ petitions arise out of the recovery notices dated 21.01.2026 issued by the Chief Executive Officer, Janpad Panchayat, Sonhat, for recovery of outstanding rent in respect of shops constructed from public funds and, since both matters involve identical questions of fact and law, they deserve to be decided together. It is submitted that the petitioners are occupants of Shop Nos. 7 and 3, respectively, under allotment agreements executed in the years 2006 and have remained chronic defaulters in payment of rent despite repeated demand notices issued from time to time, compelling the respondent to issue the impugned recovery notices. Learned counsel would further submit that the land comprising Khasra Nos. 527 and 528 has remained under the possession, management, and control of the Government and the Janpad Panchayat for several decades, where various public

offices and institutions have been established. It is contended that the petitioners, having voluntarily accepted the allotment agreements and continued in possession as tenants, are estopped from disputing the title of the Janpad Panchayat in view of Section 122 of the Bharatiya Sakshya Adhiniyam, 2023, and the law laid down by the Hon'ble Supreme Court in *State of M.P. v. Yakinuddin*. It is further submitted that the Chief Executive Officer is duly empowered under the provisions of the Chhattisgarh Panchayat Raj Adhiniyam, 1993, and the Chhattisgarh Gram Panchayat and Janpad Panchayat (Leasing of Fees Collection) Rules, 1995, to manage Panchayat properties and recover outstanding dues as arrears of land revenue. The plea of limitation raised by the petitioners is also misconceived, as the liability to pay rent is continuous and recurring. Accordingly, it is submitted that the impugned recovery notices are legal and valid, the writ petitions being devoid of merit deserve to be dismissed, and the interim orders granted in favour of the petitioners are liable to be vacated.

7. Having heard learned counsel for the parties and having perused the the material available on record, this Court proceeds to examine the controversy involved in the present petition.
8. The Hon'ble Supreme Court in the matter of ***Government of Tamil Nadu and others vs. P.R. Jaganathan and others, 2025 SCC Online SC 2496***, the Hon'ble Supreme Court has observed as under:-

“21. Once such an agreement is arrived at, it becomes a concluded contract under Section 3 of the Indian Contract Act, 1872. The rights and liabilities of the parties would only be governed by the terms of the contract. Hence, a contract voluntarily entered into between the parties, shall not be disturbed by taking recourse to the statutory provisions, which are sought to be excluded by such contract. A party to a contract cannot be permitted to have recourse to two different modes, especially after having accepted the compensation under the contract without any demur or protest. It is not open to either of the parties to resile from the terms of the agreement arrived at. We may note that the issues of rent and compensation were raised even earlier. These issues were put to an end through the agreement. Therefore, the private respondents are totally estopped from seeking any relief beyond the terms of the contract.

23. It is not as if the agreement has been entered into by force or deceit. There is no suppression of fact or any element of fraud. Therefore, it can be seen that the private respondents were initially inclined to accept the amount determined by way of a final agreement. It is only thereafter, wisdom dawned upon them to seek interest. Thus, it is a clear case of approbation and

reprobation. The said doctrine of approbate and reprobate has been enunciated by this Court in the case of Union of India v. N. Murugesan, (2022) 2 SCC 25:

“Approbate and reprobate:

26. These phrases are borrowed from the Scots law. They would only mean that no party can be allowed to accept and reject the same thing, and thus one cannot blow hot and cold. The principle behind the doctrine of election is inbuilt in the concept of approbate and reprobate. Once again, it is a principle of equity coming under the contours of common law. Therefore, he who knows that if he objects to an instrument, he will not get the benefit he wants cannot be allowed to do so while enjoying the fruits. One cannot take advantage of one part while rejecting the rest. A person cannot be allowed to have the benefit of an instrument while questioning the same. Such a party either has to affirm or disaffirm the transaction. This principle has to be applied with more vigour as a common law principle, if such a party actually enjoys the one part fully and on near completion of the said enjoyment, thereafter questions the other part.

An element of fair play is inbuilt in this principle.

It is also a species of estoppel dealing with the conduct of a party. We have already dealt with the provisions of the Contract Act concerning the conduct of a party, and his presumption of knowledge while confirming an offer through his acceptance unconditionally.”

(emphasis supplied)

9. It appears from the record that the petitioner voluntarily entered into a rent agreement with the Janpad Panchayat, Sonhat, whereby he expressly agreed to occupy the shop on payment of rent and further agreed to deposit a sum of Rs.50,000/- as security. Being a signatory to the said agreement, the petitioner is bound by its terms and conditions and cannot be permitted to approbate and reprobate by taking a stand contrary to the agreement. The principal defence raised by the petitioner is that the land continues to stand recorded in the revenue records in the name of the erstwhile Ruler (Raja) of the former Koriya State and, therefore, the Janpad Panchayat had no authority to execute the agreement or demand rent. However, it is significant to note that although the petitioner seeks to derive benefit from the alleged title of the erstwhile Ruler, he has neither impleaded the erstwhile Ruler or his legal representatives as parties to the present proceedings nor has any material been placed on record to demonstrate that the erstwhile Ruler has ever asserted ownership

over the land or objected to the possession and use of the property by the State or the Janpad Panchayat. On the contrary, it is evident that not only the Janpad Panchayat, Sonhat, but several Government offices and public institutions have been functioning on the said land for decades without any objection from the erstwhile Ruler or any person claiming through him. In such circumstances, the plea raised by the petitioner appears to be an afterthought, intended only to avoid payment of rent under the agreement voluntarily executed by him. Unless the said agreement is declared void or unenforceable by a competent court of law, the petitioner cannot escape his contractual obligations by disputing the authority of the Janpad Panchayat. It is also pertinent to note that the petitioner not only executed the agreement but also deposited the security amount and paid rent in terms thereof, thereby unequivocally accepting the relationship created under the agreement. Having accepted the benefits flowing from the agreement, the petitioner is estopped from disputing its validity merely on the ground that the land continues to be recorded in the name of the erstwhile Ruler. Furthermore, the petitioner has not approached this Court with complete candour, as he has failed to disclose that he had accepted the liability to pay rent in terms of the agreement and had, in fact, deposited the rent in instalments.

10. A perusal of the material available on record further reveals that the competent authorities of the Janpad Panchayat, Sonhat, had

addressed communications to the Collector, Koriya, seeking mutation of the name of the Janpad Panchayat in the revenue records. The said communications also disclose that, since 02.10.1958, the Development Block Office has been functioning on the subject land and that several Government establishments and public institutions, including the Janpad Panchayat Office, Community Health Centre, Block Education Office, Office of the Sub-Divisional Officer, Rural Engineering Services, Kasturba Gandhi Girls' Residential School, Bihan Gallery, Conference Hall, Community Hall, Veterinary Hospital, shops constructed by the Janpad Panchayat, Indira Awas Colony, Government residential quarters, and other public establishments, have been situated and functioning thereon for more than six decades. These facts remain substantially undisputed. Therefore, after the lapse of more than sixty years, the contention raised by the petitioner that the land belongs to the erstwhile Ruler and that the Janpad Panchayat had no authority to issue the impugned notice does not appear to be legally tenable. Rather, it appears that the petitioner has questioned the authority of the Janpad Panchayat solely to evade payment of rent. On the face of the record, the impugned notice issued by the Janpad Panchayat cannot be said to be arbitrary, illegal, or without authority of law.

11. Accordingly, all the writ petitions stand **dismissed**. The respondent authorities are directed to proceed in accordance with the impugned notices and take consequential action permissible

under law. In the event the petitioners fail or refuse to pay the outstanding rent and other dues as demanded in the impugned notices, it shall be open to the Janpad Panchayat, Sonhat, to initiate appropriate proceedings, including eviction of the petitioners from the shops in question, strictly in accordance with the procedure established by law. It is made clear that any such action shall be taken only after complying with the applicable statutory provisions and the principles of natural justice.

Sd/-

(Amitendra Kishore Prasad)
Judge

Raghu Jat